

AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
LAKE FOREST ESTATES  
AND  
RECORDING OF THE  
BYLAWS (ALSO KNOWN AS CODE OF REGULATIONS) OF  
LAKE FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.

PLEASE CROSS MARGINAL REFERENCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKE FOREST ESTATES RECORDED AT INSTRUMENT NO. 54486551 OF THE SUMMIT COUNTY RECORDS.

THIS WILL CERTIFY THAT A COPY OF THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FRO LAKE FOREST ESTATES WAS FILED IN THE OFFICE OF THE FISCAL OFFICER OF SUMMIT COUNTY, OHIO.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
FISCAL OFFICER



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AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR LAKE FOREST ESTATES  
AND  
RECORDING OF BYLAWS (ALSO KNOWN AS CODE OF REGULATIONS) OF  
LAKE FOREST ESTATE HOMEOWNERS ASSOCIATION, INC.

**WHEREAS**, the Lake Forest Estates Homeowners Association, Inc. ("Association") was created on or about July 6, 2004, in conjunction with the filing of its Articles of Incorporation with the Ohio Secretary of State's Office; and

**WHEREAS**, the Association's principal purpose is to maintain and operate the Lake Forest Estates Homeowners Association, Inc. development located in Macedonia, Ohio, pursuant to the terms and provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Lake Forest Estates Subdivision, that were filed for record at Instrument No. 54486551 of the Summit County Records; and

**WHEREAS**, upon the filing of the Articles of Incorporation, the Developer created and adopted the Code of Regulations of Lake Forest Homeowners Association, Inc. (the "Bylaws") for conducting the Association's affairs, but did not file the Bylaws for record with the Summit County Records; and

**WHEREAS**, Ohio Revised Code Section 5312.02 of the Ohio Planned Community Act requires a copy of the Bylaws to be filed and recorded with the County Fiscal Office, and

**WHEREAS**, to bring the Association's governing documents in compliance with Section 5312.02, the Association hereby adopts the Bylaws, a copy of which is attached hereto, for filing with the Summit County Fiscal Office.

**WHEREAS**, the Declaration of Covenants, Conditions, Restrictions and Easements for lake Forest Estates (the "Declaration") was recorded at Summit County Records Instrument No. 54486551, and

**WHEREAS**, the Lake Forest Estates Homeowners Association, Inc. (the "Association") is a corporation consisting of all Owners in Lake Forest Estates and as such is the representative of all Owners, and



**WHEREAS**, Article IX, Section 5 of said Declaration authorizes amendments to the Declaration and Bylaws Article IX, Section 9.01 authorizes amendments to the Bylaws, and

**WHEREAS**, a meeting of the Association's Owners was held on or about July 7, 2010, and, at such meeting and any adjournment thereof, Owners representing not less than 60% of the voting power of the Association executed, in person or by proxy, an instrument in writing setting forth specifically the matters to be modified (the "Amendments"), and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment B signed by Owners representing 60.16% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 60.16% of the Association's voting power authorizing the Association's officers to execute Amendment B on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendments C and G signed by Owners representing 71.54% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 71.54% of the Association's voting power authorizing the Association's officers to execute Amendments C and G on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment D signed by Owners representing 63.41% of the Association's voting power, together with the minutes from said meeting and any continuation thereof, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 63.41% of the Association's voting power authorizing the Association's officers to execute Amendment D on their behalf, and

**WHEREAS**, the Association has in its records the signed, written consents to Amendment F signed by Owners representing 65.04% of the Association's voting



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power, together with the minutes from said meeting and any continuation thereof, and

**WHEREAS**, the Association has in its records the power of attorney signed by Owners representing 65.04% of the Association's voting power authorizing the Association's officers to execute Amendment F on their behalf, and

**WHEREAS**, the proceedings necessary to amend the Declaration as required by the Declaration have in all respects been complied with.

**NOW THEREFORE**, the Bylaws of Lake Forest Estates Homeowners Association, Inc., as adopted by the Association, are attached to the Declaration, as "Exhibit C," and set forth as attached hereto and the Declaration of Covenants, Conditions, Restrictions and Easements for Lake Forest Estates is hereby amended by the following:

**AMENDMENT A**

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

**AMENDMENT B**

**INSERT a new DECLARATION ARTICLE III, SECTION 17.** Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

**Section 17.** No solar panels or windmills shall be commenced, constructed, installed, built, placed, erected or maintained upon any Lot or any area owned in common if visible from the front of the Lot or any area of the street view until the plans and specifications showing the nature, kind, height, materials, color and location of the same have been submitted to and approved in writing by the Board of Directors, or its designated representative, as to the harmony of exterior design, materials, color and location, which guidelines shall be adopted by the Board of Directors, with respect to surrounding structures and topography. Except for antennas expressly permitted by the Federal Communications Commission's ("FCC") over-the-air reception device



("OTARD") rules, including without limitation, satellite dishes one meter (approximately 39 inches) or less in diameter, which may be installed in strict compliance with the OTARD rules and reasonable rules, if any, established by the Directors, no exterior antenna or other external reception, transmission, and/or communication device shall be permitted on the roof or exterior wall of any home or placed or maintained in or above the ground of any lot without the prior approval of the Directors. Furthermore, subject to applicable easements and recorded rights, no facilities, including poles and wires, for the transmission of electricity, audio and/or video communications, such as, without limitation, cellular towers, except as again expressly permitted by the OTARD rules, shall be permitted on the roof or exterior wall of any home or be placed or maintained above the surface of the ground on any lot by any individual Owner.

Any conflict between this provision and any other provisions of the Agreement shall be interpreted in favor of this amendment regarding the restriction of exterior installations of solar panels, windmills, or communication antenna devices and towers. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT C

INSERT a new DECLARATION ARTICLE III, SECTION 18. Said new addition, to be added on Page 5 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

Section 18. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence is prohibited from residing in or occupying a Lot or remaining in or on the Properties for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is



required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended and/or renamed from time to time, or similar statute from another jurisdiction. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this restriction on the occupancy of Lots. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT D

INSERT a new DECLARATION ARTICLE VI, SECTION 13 entitled, "Cost of Collection." Said new addition, to be added on Page 8 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

Section 13. Cost of Collection. An Owner, who fails to pay any assessments within ten (10) days after same have become due and payable, shall be liable for any late charges as established by the Board and any and all costs and expenses incurred by the Association in connection with the collection of said Owner's account, including reasonable attorneys' fees, recording costs, title reports, and/or court costs.

INSERT a new DECLARATION ARTICLE VI, SECTION 14 entitled, "Cost of Enforcement." Said new addition, to be added on Page 9 of the Declaration, as recorded at Summit County Records, Instrument No. 54486551, is as follows:

Section 14. Cost of Enforcement. If any Owner (either by his or her conduct or by the conduct of any occupant or guest of his or her Lot) shall violate any provision of the Declaration, Code, or rules and



regulations adopted by the Board, said Owner shall pay to the Association, in addition to any other sums due, any enforcement assessments for violation of said provision or rule levied by the Board, and all costs and expenses incurred by the Association in connection with the enforcement of said provision or rule, including reasonable attorneys' fees and/or court costs. Said enforcement assessments, costs, and expenses shall be charged as a special assessment against said Owner. The Association, in addition to all other remedies available, shall have the right to place a lien upon the estate or interest of said Owner as further explained and set forth in Declaration Article VI, Section 3.

Any conflict between these provisions and any other provisions of the Declaration and Code shall be interpreted in favor of this amendment regarding the cost of collection and cost of enforcement. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT E

*[Intentionally Left Blank - Amendment Proposal Did Not Pass]*

#### AMENDMENT F

INSERT a new CODE ARTICLE IV, SECTION 4.11 entitled, "Indemnification of Board Members and Officers." Said new addition, to be added on Page 4 of the Code, is as follows:

#### Indemnification of Board Members and Officers

4.11 The Association shall indemnify any member of the Board of Directors or officer of the Association or any former Board member or officer of the Association and/or its or their respective heirs, executors and administrators, against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in



settlement, actually and necessarily incurred by him/her in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which he/she is or may be made a party by reason of being or having been such Board member or officer of the Association, provided it is determined in the manner hereinafter set forth that (1) such Board member or officer of the Association was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of his/her duty to the Association; (2) such Board member or officer acted in good faith in what he/she reasonably believed to be in, or not opposed to, the best interest of the Association; (3) in any criminal action, suit or proceeding, such Board member or officer had no reasonable cause to believe that his/her conduct was unlawful; and (4) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required shall be made by written opinion of independent legal counsel chosen by the Board. Notwithstanding the opinion of legal counsel, to the extent that a Board member or officer has been successful in defense of any action, suit or proceeding, or in the defense of any claim, issue or matter, he/she shall, in that event, be indemnified.

**4.11.1     Advance of Expenses.** The Association may advance funds to cover expenses, including attorneys' fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

**4.11.2     Indemnification Not Exclusive; Insurance.** The indemnification provided for in this Section shall not be exclusive, but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, this Code or rules and regulations of the Association, any agreement, any insurance provided by the Association, the provisions of Section 1702.12(E) of the Ohio Revised Code and its successor statutes, or otherwise. The Association shall purchase and maintain insurance on behalf of any person who is or was a Board member or officer of the Association against any liability asserted against him/her or



incurred by him/her in such capacity or arising out of his/her status as a Board member or officer of the Association.

**4.11.3     Board Member and Officers Liability.** The Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association's indemnification shall include, but not limited to, all contractual liabilities to third parties arising out of contracts made on behalf of the Association and every contract or agreement made by any Board member or officer of the Association shall mean that such Board member or officer of the Association is acting only as a representative of the Association and shall have no personal liability, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or this Code and/or as a Owner.

**4.11.4     Cost of Indemnification.** Any sum paid or advanced by the Association under this Article shall constitute a Common Expense. The Board shall have the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Owner arising out of the contract made by any Board member or officer of the Association, or out of the aforesaid indemnity in favor of such Board member or officer of the Association, shall be limited to such proportion of the total liability as said Owner's pro rata share bears to the total percentage interest of all the Owners as members of the Association.

Any conflict between this provision and any other provisions of the Declaration and Code shall be interpreted in favor of this amendment for the indemnification of Board members and officers of the Association. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be



brought in the court of common pleas within one year of the recording of the amendment.

#### AMENDMENT G

MODIFY CODE ARTICLE III, SECTION 3.06 entitled, "Notice of Members' Meetings." Said modification, to be made on Page 2 of the Code of Regulations is as follows (deleted language is crossed-out; new language is underlined):

##### Notices of Members' Meetings

3.06 Written or printed notice, stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than five (5) or more than forty-five (45) days before the date of the members' meeting, either personally, or by regular U.S. mail registered or certified first class mail, or by telegram by or at the direction of the President, the Secretary, or the officers or other persons or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the member at the Member's address as it appears on the records of the Corporation, with postage prepaid.

Any conflict between this provision and any other provision of the Declaration and Code shall be interpreted in favor of this amendment permitting notices by regular U.S. mail. Upon the recording of this amendment, only Owners of record at the time of such filing shall have standing to contest the validity of the amendment, whether on procedural, substantive or any other grounds, provided further that any such challenge shall be brought in the court of common pleas within one year of the recording of the amendment.



IN WITNESS WHEREOF, the said Lake Forest Estates Homeowners Association, Inc. has caused the execution of this instrument this 1<sup>st</sup> day of MAY, 2011.

LAKE FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Al Noe  
AL NOE, its President

By: John R. Mazur  
JOHN MAZUR, its Treasurer

STATE OF OHIO )  
 ) SS  
COUNTY OF Summit )

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Lake Forest Estates Homeowners Association, Inc., by its President and its Treasurer, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in MACEDONIA, Ohio, this 1<sup>st</sup> day of MAY, 2011.

Julie A. Gilbert

NOTARY PUBLIC

This instrument prepared by:  
KAMAN & CUSIMANO, LLC,  
Attorneys at Law  
2000 Terminal Tower  
50 Public Square  
Cleveland, Ohio 44113  
(216) 696-0650

Place notary stamp/seal here:

JULIE A. GILBERT, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires 6-23-13

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**CODE OF REGULATIONS  
OF  
LAKE FOREST ESTATES HOMEOWNERS ASSOCIATION, INC.  
A NONPROFIT CORPORATION**

**ARTICLE I. INTRODUCTION**

**Definition of Regulations**

**1.01** These Regulations constitute the code of rules or By-Laws adopted by Lake Forest Estates Homeowners Association, Inc. for the regulation and management of its affairs.

**Purposes and Powers**

**1.02** This Corporation will have the purposes or powers as stated in its Articles of Incorporation, and whatever powers are or may be granted by the Nonprofit Corporation Law of the State of Ohio or any successor legislation.

The primary purpose of this Corporation is to provide for maintenance, preservation, and architectural control of the residence lots and common properties within the Lake Forest Estates Subdivision, Summit County, Macedonia, Ohio, and to promote the health, safety and welfare of the residents within the Subdivision.

**ARTICLE II. OFFICE**

**Principal Office**

**2.01** The principal place of business of this Corporation in Ohio will be located at the residence of the President of the Association in Macedonia, Summit County, Ohio.

**ARTICLE III. MEMBERSHIP**

**Definition of Membership**

**3.01** The Members of this Corporation are those persons having membership rights in accordance with the provisions of the Articles of Incorporation.

**Members' Dues**

**3.02** The annual dues payable to the Corporation by Members will be in the amount[s] determined from time to time by resolution of the Members of the Association. See the Declaration of Covenants and Restrictions.



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### **Place of Members' Meetings**

**3.03** Meetings of Members will be held at the Community Center or other Municipal Building in the City of Macedonia, Ohio, or as otherwise determined by a majority of the Members.

### **Annual Members' Meetings**

**3.04** The annual meeting of the Members will be held at 7:00 P.M. on the first Thursday of March of each year.

### **Special Members' Meetings**

**3.05** Special meetings of the Members may be called by any of the following:

- (1) The Chairman of the Board of Trustees.
- (2) The Board of Trustees.
- (3) The President.
- (4) The lesser of (a) 10 percent of the voting members or (b) twenty-five of the voting members.

### **Notice of Members' Meetings**

**3.06** Written or printed notice, stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than five (5) or more than forty-five (45) days before the date of the members' meeting, either personally, by registered or certified first class mail, or by telegram by or at the direction of the President, the Secretary, or the officers or other persons or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, the notice will be deemed to be delivered when deposited in the Untied States mail addressed to the member at the Member's address as it appears on the records of the Corporation, with postage prepaid.

### **Members' Proxy Voting**

**3.07** A Member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy.

### **Quorum of Members**

**3.08** At the meeting called for the purpose of passing assessments, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. At all other meetings, the presence at the meeting of Members, or of proxies, entitled to cast forty percent (40%) of all the votes of membership shall constitute a quorum.



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## ARTICLE IV. TRUSTEES

### Definition of Board of Trustees

**4.01** The Board of Trustees is that group of persons vested with the management of the business and affairs of this Corporation.

### Number of Trustees

**4.02** The number of Trustees of this Corporation will not be less than three nor more than five at any time.

### Terms of Trustees

**4.03** The Trustees constituting the first Board of Trustees, as may be named in the Articles of Incorporation, will hold office until the first annual election of Trustees. Thereafter, trustees will be elected for a term of three years. Each Trustee will hold office for the term for which the Trustee was elected and until a successor has been selected and qualified.

### Vacancies on Board

**4.04** Any vacancy occurring on the Board of Trustees, and any directorship to be filled by reason of an increase in the number of Trustees, will be filled by a majority of the remaining Board of Trustees. The new Trustee appointed to fill the vacancy will serve for the unexpired term of the predecessor in office.

### Location of Trustees' Meetings

**4.05** Meetings of the Board of Trustees, regular or special, will be held at such place or places as the Board of Trustees designates by resolution duly adopted.

### Regular Trustees' Meetings

**4.06** Regular meetings of the Board of Trustees will be held at 7:00 P.M. on the first Thursday of the first month of each calendar quarter. If the date set for the meeting falls on a legal business holiday, then the meeting will be held instead on the Thursday immediately following. This provision of the Regulations constitutes notice to all Trustees of all regular meetings, and no further notice shall be required, although further notice may be given.

### Notice of Special Trustees' Meetings

**4.07** Written or printed notice stating the place, day, and hours of any special meeting of the Board of Trustees will be delivered to each Trustee not less than two or more than five days before the date of the meeting, either personally or by first class mail, by or at the



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direction of the President, or the Secretary, or the Trustees calling the meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail by registered or certified mail addressed to the trustee at the Trustee's address as it appears on the records of this Corporation, with postage prepaid. The notice need not state the business to be transacted at, or the purpose of, the meeting.

### **Call of Special Board Meetings**

**4.08** A special meeting of the Board of Trustees may be called by either:

- (1) The President.
- (2) Two (2) members of the Board of Trustees.

### **Waiver of Notice**

**4.09** Attendance of a Trustee at any meeting of the Board of Trustees will constitute a waiver of notice of that meeting except when the Trustee attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

### **Quorum of Trustees**

**4.10** A majority of the whole Board of Trustees will constitute a quorum. The act of a majority of the Trustees present at a meeting at which a quorum is present will be the act of the Board of Trustees unless a greater number is required under the provisions of the Nonprofit Corporation Law, the Articles of Incorporation of this Corporation, or any provision of these Regulations.

## **ARTICLE V. OFFICERS**

### **Roster of Officers**

**5.01** The Officers of this Corporation will consist of the following personnel:

- (1) A President.
- (2) A Vice President.
- (3) A Secretary.
- (4) A Treasurer.

### **Selection of Officers**

**5.02** Each of the Officers of this Corporation will be elected and appointed annually by the Board of Trustees. Each Officer will remain in office until a successor to the office has been selected and qualified. Elections will be held at the regular meeting of the Board of Trustees taking place on the first calendar quarter of each year.



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### **President**

**5.03** The President is the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Trustees or any Committees, supervise and control the affairs of the Corporation. The President will perform all duties incident to the office and any other duties that may be required by these Regulations or prescribed by the Board of Trustees.

### **Vice President**

**5.04** The Vice President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice President will perform any other duties that may be prescribed by the Board of Trustees.

### **Secretary**

**5.05** The Secretary will keep minutes of all meetings of Members and of the Board of Trustees, be the custodian of the corporate records, give all notices as are required by law or by these Regulations, and, generally, perform all duties incident to the office of Secretary and any other duties as may be required by law, by the Articles of Incorporation, or by these Regulations, or that may be assigned by the Board of Trustees.

### **Treasurer**

**5.06** The Treasurer will have charge and custody of all funds of this Corporation, and will deposit the funds as required by the Board of Trustees, keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, render reports and accountings to the Trustees and to the Members as required by the Board of Trustees or by Members or by law. The Treasurer will perform in general all duties incident to the office of Treasurer and any other duties as may be required by law by the Articles of Incorporation, or by these Regulations, or that may be assigned by the Board of Trustees.

### **Removal of Officers**

**5.07** Any Officer elected or appointed to office may be removed by the persons authorized under these Regulations to elect or appoint Officers whenever in their judgment the best interests of this Corporation will be served.

## **ARTICLE VI. INFORMAL ACTION**

### **Waiver of Notice**

**6.01** Whenever any notice whatever is required to be given under the provisions of the Nonprofit Corporation Law, the Articles of Incorporation of this Corporation, or these Regulations, a waiver of the notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in the waiver, will be deemed equivalent to



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the giving of the notice. The waiver must, in the case of a special meeting of Members, specify the general nature of the business to be transacted.

#### Action by Consent

**6.02** Any action required by law or under the Articles of Incorporation of this Corporation or these Regulations, or any action that otherwise may be taken at a meeting of either the Members or Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all the persons entitled to vote with regard to the subject matter of the consent, or all Trustees in office, and filed with the Secretary of the Corporation.

### ARTICLE VII. COMMITTEES

#### Definition of Executive Committees

**7.01** This Corporation may have certain Committees, each of which will consist of one or more Trustees. Each Executive Committee will have and exercise some prescribed authority of the Board of Trustees in the management of this Corporation. However, no Committee will have the authority of the Board in reference to affecting any of the following:

- (1) Submission to Members of any action requiring approval of Members under the Nonprofit Corporation Law.
- (2) Filling of vacancies in the Board.
- (3) Adoption, amendment, or repeal of Regulations.
- (4) Amendment or repeal of any resolution of the Board.
- (5) Action on matters committed by Regulations or resolution of the Board to another Committee of the Board.

#### Appointment of Committees

**7.02** The Board of Trustees, by resolution duly adopted by a majority of the Trustees in office, may designate and appoint one or more Executive Committees and delegate to these Committees the specific and prescribed authority of the Board of Trustees to exercise in the management of this Corporation. However, the creation of Executive Committees will not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed by law.

#### Functionary Committees

**7.03** In addition, the Board of Trustees, by resolution may designate and appoint certain Functionary Committees designed to transact certain ministerial business of the Corporation or to advise the Board of Trustees. These Committees will be chaired by an Officer or



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Trustee as designated by the Board. The Chairperson will proceed to select the remaining members of the Committee up to the number set by the Board or terminate the memberships or appoint successors in the Chairperson's discretion. The Board may terminate any Committee by resolution.

## ARTICLE VIII. OPERATIONS

### Fiscal Year

**8.01** The fiscal year of this corporation will be the calendar year.

### Execution of Documents

**8.02** Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of this Corporation will be signed by the Treasurer and countersigned by the President. Contracts, leases, or other instruments executed in the name of and on behalf of the Corporation will be signed by the Secretary and countersigned by the President, and will have attached copies of the resolutions of the Board of Trustees certified by the Secretary authorizing their execution.

### Books and Records

**8.03** This Corporation will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members, Board of Trustees, and Executive Committees. The Corporation will keep at its principal place of business a membership register giving the names, addresses, classes, and other details of the membership of each member, and the original or a copy of its Regulations including amendments to date certified by the Secretary of the Corporation.

### Inspection of Books and Records

**8.04** All books and records of this Corporation may be inspected by any Member, or the Member's agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating the purpose of the inspection.

### Nonprofit Operations

**8.05** This Corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Members, Trustees, or Officers.

### Loans to Management

**8.06** This Corporation will make no loans to any of its Trustees or Officers.



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## **ARTICLE IX. AMENDMENT**

### **Modification of Regulations**

**9.01** The power to alter, amend, or repeal these Regulations, or to adopt new Regulations, to the extent allowed by law, is vested in the voting members. These Regulations may be altered, amended, or repealed, by the voting members at a meeting held for that purpose, by the affirmative vote of a majority of the voting members present, if a quorum is present.

### **Adoption of Regulations**

**9.02** Adopted by the voting Members by the affirmative vote of a majority of the voting Members on July \_\_\_\_\_, 2004, at Macedonia, Ohio.

**President**

**Secretary**

